

Newark

Sharpe James
Mayor

Department of Engineering

920 Broad Street,
Newark, New Jersey 07102
(201) 733-8520

Alvin L. Zach P.E., L.S.
Director

August 24, 1989

Sandalwood Construction Corp.
2160 North Central Road
P.O. Box 444
Fort Lee, New Jersey 07024

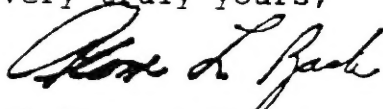
Attn: Harry Grant

Re: Agreement between the Greater Newark Chamber of Commerce
and the City of Newark for Series of Unconditional Gifts

Dear Mr. Grant:

Enclosed herewith for your file is a fully executed copy of the
above mentioned Agreement between the Greater Newark Chamber of
Commerce and the City of Newark.

Very truly yours,



Alvin L. Zach, P.E., Director
Department of Engineering

ALZ:ns

Enclosure

TRC 062187
TRC 071289

Resolution of the City of Newark, N. J.

No. *TRC*

Date of Adoption JUL 12 1989

TITLE

Resolution authorizing Mayor and Director of Engineering to enter into and execute agreement with Foundation of the Greater Newark Chamber of Commerce, for series of unconditional gifts per Exhibit A, by providing improvements and renovations to the City of Newark, to be completed within 180 days from execution of contract weather permitting; does not require expenditure of Municipal funds.

DEPT. OF ENGINEERING
JUL 23 10 35 AM '89

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Allen H. Hunt
.....
Corporation Counsel

Richard M. Carter
.....
City Clerk

Councilman

Martinez

Presents the following Resolution:

WHEREAS, the Foundation of the Greater Newark Chamber of Commerce (hereinafter referred to as "the Chamber"), has proposed to make a series of unconditional gifts to the City of Newark by providing improvements and renovations more specifically identified on Exhibit A (hereinafter referred to as "Improvements");

WHEREAS, the City of Newark is desirous of accepting these generous gifts on behalf of the residents of the City of Newark by the Chamber; and

WHEREAS, the Improvements will be performed and provided by Sandalwood Construction Corporation, a New Jersey Corporation, whose address is 2160 North Central Road, Fort Lee, New Jersey 07024.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The City of Newark hereby accepts the gifts identified in Exhibit A attached hereto and made a part hereof from the Foundation of the Greater Newark Chamber of Commerce "Chamber" with its principal place of business located at 40 Clinton Street, Newark, New Jersey, and authorizes the Chamber to take all necessary steps in providing said renovations and improvements.

2. The Mayor and the Director of the Department of Engineering be and is hereby authorized to enter into and execute, on behalf of the City of Newark an Agreement with the Chamber for said purpose. A copy of the Agreement is attached hereto and made a part hereof.

3. These unconditional gifts by the Chamber to the City of Newark are made without any representations or promises by the City, its agents, servants, or employees and the financial expense for the work contemplated herein shall be borne solely by Sandalwood Construction Corporation at not cost, expense, charge, or obligation to the City of Newark.

4. All work to be performed by Sandalwood Construction Corporation, its agents or servants, must be reviewed and approved by the Director of the Department of Engineering prior to commencement.

89 JUN 12 PM 3:40
CITY CLERK'S OFFICE
NEWARK, N.J.

5. The restoration activity contemplated herein shall be commenced upon the execution of the contract and completed within One Hundred Eighty (180) days thereafter weather permitting.

6. This Resolution does not require the expenditure of any municipal funds.

7. An executed copy of this Agreement shall be filed in the Office of the City Clerk by the Director of the Department of Engineering.

STATEMENT

The purpose of this Resolution is for the City of Newark's acceptance of unconditional gifts from the Greater Newark Chamber of Commerce.

CERTIFIED TO BY ME THIS
17TH DAY OF JULY, 1989

29/040

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
Councilman	Aye	May	NV	AB	Councilman	Aye	May	NV	AB	Councilman	Aye	May	NV	AB
BRADLEY	✓				GRANT	✓				TUCKER			✓	
BRANCH	✓				HARRIS	✓				VILLANI	S	✓		
CARRINO				✓	RICE			✓		MARTINEZ	AS	✓		
✓ — Indecent Vote					AB — Absent					NV — Not Voting				

Adopted at a meeting of the Municipal Council of the City of Newark, N.J. JUL 12 1989

[Signature]
President of the Council

[Signature]
City Clerk

This Resolution adopted must remain in the custody of the City Clerk. Certified copies are available.

EXHIBIT A

A. GIFT OF IMPROVEMENTS AND RENOVATIONS

The Contributor agrees to provide for the following improvements and renovations for the benefit of the City of Newark at no charge, expense or cost to the City of Newark.

I. RENOVATION OF BROAD STREET ENTRANCE TO CITY HALL

- a. Repainting and gilding of the decorative exterior lamps and entrance hoods.
- b. Stripping of finish and refinishing of three pair of swing doors. New hardware will be installed.
- c. Revolving door cleaning and repair of hardware.

II. SIDEWALK REPLACEMENT, INSTALLATION OF STREET LAMPS AND TREE PITS ON BROAD STREET FROM CORNER OF EDISON TO FRANKLIN STREET

- a. Existing curb shall remain, concrete sidewalks shall be removed, paving block shall be installed over sub-base. Tree pits will be excavated, flowering and trees provided along with tree pits.
- b. Installation of twelve (12) street lamps every seventy-five (75') feet, one being placed between every two existing street lamps.
- c. Sidewalk installation along the future garage site will be replaced upon completion of garage construction. The garage site is bounded by Green, Mulberry and Franklin Streets, and runs parallel to 31 Green Street.

III. CLEANING OF BUILDING FACADE

- a. Cleaning and restoration of City Hall building facade.

AGREEMENT

This AGREEMENT made this day of May, 1989 by and
BETWEEN

/FOUNDATION OF THE

THE GREATER NEWARK CHAMBER OF COMMERCE, a Not For Profit
New Jersey Corporation, with its principal place of business
located at 40 Clinton Street, Newark, New Jersey, 07102
hereinafter referred to as "the Contributor", and

THE CITY OF NEWARK, Municipal Corporation of the State
of New Jersey with its principle place of business located at
920 Broad Street, Newark, New Jersey, 07102 (hereinafter
referred to as "the City" or "the City of Newark"); and

WHEREAS, the Contributor has proposed to make a series
of unconditional gifts to the City of Newark by providing for
the following improvements and renovations (hereinafter
referred to as "Improvements"):

- I. Renovation of the Broad Street Entrance to City Hall
- II. Sidewalk Replacement, Installation of Street Lamps
and Tree Pits on Broad Street from Corner of Edison
Place to Franklin Street
- III. Cleaning of Building Facade; and

WHEREAS, the City is desirous of accepting the generous
gifts on behalf of the residents of the City of Newark.

WITNESSETH

NOW, THEREFORE, the parties hereto do mutually agree as
follows:

A. GIFTS OF IMPROVEMENTS AND RENOVATIONS - STAGES OF WORK

The Contributor agrees to provide for the following
series of independent gifts for the benefit of the City of
Newark at no charge, expense, or cost to the City of Newark.

- I. RENOVATION OF THE BROAD STREET ENTRANCE TO CITY HALL
 - a. Repainting and gilding of the decorative exterior
lamps and entrance hoods.
 - b. Stripping of finish and refinishing of three pair
of swing doors. New hardware will be installed.
 - c. Revolving door cleaning and repair of hardware.

II. SIDEWALK REPLACEMENT, INSTALLATION OF STREET LAMPS AND TREE PITS ON BROAD STREET FROM CORNER OF EDISON TO FRANKLIN STREET

- a. Existing curb shall remain, concrete sidewalks shall be removed, paving block shall be installed over sub-base. Tree pits will be excavated, flowering and trees provided along with tree pits.
- b. Installation of twelve (12) street lamps every seventy-five (75') feet, one being placed between every two existing street lamps.
- c. Sidewalk installation along the future garage site will be replaced upon completion of garage construction. The garage site is bounded by Green, Mulberry and Franklin Streets, and runs parallel to 31 Green Street.

III. CLEANING OF BUILDING FACADE

- a. Cleaning and restoration of City Hall building facade.

B. SANDALWOOD CONSTRUCTION CORP.

The Contributor, through Harry Grant and Sandalwood Construction Corp. (collectively referred to as "the Contractor"), located at 2160 North Central Road, Ft. Lee, New Jersey, 07024 shall perform the aforementioned renovations and enhancements.

C. WORKMANLIKE MANNER

All work to be performed in Paragraph A shall be done in a proper and workmanlike manner.

D. APPROVAL BY THE DIRECTOR OF DEPARTMENT OF ENGINEERING

(i) The Director of the Department of Engineering (hereinafter referred to as "the Director") shall review and approve all work prior to its commencement by or on behalf of the Contributor. All necessary permits, approvals, licenses shall be obtained prior to commencement of work at the sole cost and expense of the Contractor. The Director shall be charged with the responsibility of monitoring the Contractor's compliance with the proposed plans and any deviations therefrom shall be approved by the Director. The Director shall have the authority to supervise the work of the Contractor. In the event of a dispute as to how the work shall be performed, the Director shall have the final decision. *

(ii) The Improvements contemplated by the herein

*The Contributor shall submit detailed drawings and plans to the Director prior to seeking permission to commence any work.

Agreement shall be completed in stages. The Contractor must satisfy the conditions identified herein and receive authorization from the Director prior to proceeding with any subsequent stage.

E. AGREEMENT NOT EFFECTIVE UNTIL APPROVED BY MUNICIPAL COUNCIL

The City and the Contributor mutually agree that this Contract will not become effective until the Municipal Council of the City of Newark has approved the appropriate resolution authorizing the Mayor and the Director of Department of Engineering to execute this Contract.

F. WORKERS COMPENSATION

The Contributor, shall cause the Contractor to provide and maintain insurance to protect himself from claims under Workers Compensation Acts. A copy of the policy shall be provided to the City.

G. INDEMNIFICATION

The Contributor shall cause the Contractor to indemnify and save harmless the Chamber and the City of Newark, their servants and employees from any and all liability including claims, demands, costs, damages and expenses of every kind including reasonable attorneys' fees and destruction or damage to persons or property arising out of, or in connection with, or occurring during the course of this Agreement where such liability is found upon or grows out of the act(s) or omission(s) of any agents, employees, officers, shareholders or servants of the Contractor. A copy of the Agreement providing for said indemnification shall be submitted to the City prior to any work being commenced by the Contractor hereunder.

H. CERTIFICATE OF INSURANCE

The Contributor agrees that in order to protect itself and the City of Newark under the indemnity provision set forth in Paragraph G above, it shall at all times during the terms of this Agreement ensure that comprehensive general liability insurance policies issued by a Company or Companies authorized to do business in the State of New Jersey, with liability coverage provided for therein in the amounts of at least \$2,000,000 per occurrence for personal or bodily injury and \$5,000,000 aggregate and \$500,000 for property damage are kept in full force and effect by the Contractor. Prior to execution of this Agreement, the Contractor shall furnish the City with a Certificate of Insurance and upon request certified copies of the required insurance policies.

I. TIME OF PERFORMANCE

The restoration activity contemplated herein shall be commenced upon the execution of the Contract unless otherwise provided herein and completed pursuant to the following schedule, subject to the provisions of paragraph M.

Stage I: Shall be completed within sixty (60) days of the execution of this Agreement.

Stage II: a. Shall be completed within ninety (90) days of the execution of this Agreement.

b. Shall be completed within one hundred eighty (180) days of the execution of this Agreement.

Stage III: Shall be completed within ninety (90) days of the execution of this Agreement.

J. COMPLIANCE WITH LAWS

In performing the work contemplated herein the Contractor, its agents, servant or employees shall comply with all applicable City ordinances and regulations together with any state or federal law or statute.

K. MINIMUM INTERRUPTION OF CITY HALL OPERATION

The parties recognize that there will be some interruption and interference, however, in performing the work contemplated herein the Contributor shall ensure minimal interruption and interference with the operation and business of Newark City Hall.

L. UNCONDITIONAL GIFT TO THE CITY

The Contributor acknowledges and represents to the City that in making this gift to the City of Newark, the work to be provided by the Contractor shall be done at no cost expense, charge, or obligation to the City of Newark. The Contributor further acknowledges and represents that upon completion of the work contemplated herein, neither the Contributor nor the Contractor shall have any further interest in the improvements which shall belong unconditionally to the City of Newark.

M. FORCE MAJUERE

If the Contractor is delayed in the performance of the work contemplated by this Agreement by any damage caused by fire, lightning, earthquake, or other such cause completely beyond the control of the Contractor, then the time for completion of the project shall be extended for a period

equivalent to the time lost by reason of any aforesaid causes. The time of the extension shall be determined by the Director of the Department of Engineering.

N. LETTER OF CREDIT

Contractor shall furnish the City of Newark with a Letter of Credit as security for the faithful performance of obligations resulting from its presentation of gifts to the City as identified herein. The Letter of Credit shall be in amounts no greater than the cost of work for each stage of the improvements and renovations contemplated herein, same to be approved by the Corporation Counsel and the Director of the Department of Engineering. The Letter of Credit shall only be called whenever it is determined, and certified to by the Director of the Department of Engineering, that the Contractor neglected to prosecute the work properly, refused or neglected to supply proper or sufficient material or workers; and fails to perform any provision of this Contract and has failed to cure or make reasonable efforts to commence to cure such defect in performance after having received seventy-two (72) hours written notice of the defect, whereupon at such time, the City, without prejudice to any other rights or remedies, and after giving forty-eight (48) hours written notice, shall terminate the Contract and demand payment from the Bank issuing the Letter of Credit.

O. REPORTING

The Contractor, its agents, servants or employees, when requested shall meet with the Director of the Department of Engineering to discuss and review any change work to be performed.

P. NO THIRD PARTY RIGHTS

Nothing herein is intended to nor should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.

Q. GOVERNING LAW

This Agreement shall be interpreted in accordance with and the rights of the parties hereto shall be determined by the laws of the State of New Jersey.

R. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties concerning the subject matter hereof.

S. WAIVER OR AMENDMENT

No provision of the Contract may be waived, modified or amended without written agreement of the parties, and approval by Resolution of the Municipal Council.

T. WARRANTY

The Contractor warrants to the owner that:

- (a) Unless otherwise provided for, all materials used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
- (b) All machinery and equipment used on the work shall be of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
- (c) All materials, machinery and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
- (d) Only such material, machinery and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair; and
- (e) The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery and equipment.

The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the owner harmless from any loss, damage or other expense whatsoever, including attorneys' fees, that the owner may suffer as a result of the failure of the materials, machinery and equipment or workmanship to be as warranted. The Contractor agrees to correct, without expense to, and to the

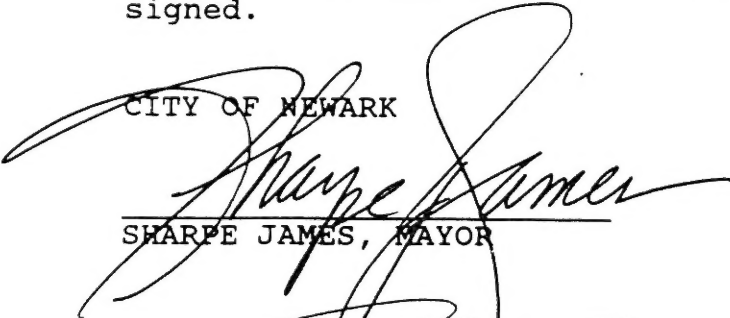
INITIAL
HERE


satisfaction of, the owner, any defects that may develop in material, workmanship and design during the period of such warranty.

The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.


IN WITNESS WHEREOF, the City of Newark and the Chamber have caused these presents to be signed by their authorized agents and caused the proper corporate seal to be hereunto affixed, and the Contributor has caused these presents to be signed.

CITY OF NEWARK

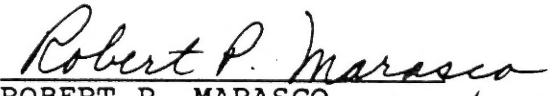

SHARPE JAMES, MAYOR


ALVIN L. ZACH, DIRECTOR
DEPARTMENT OF ENGINEERING

APPROVED AS TO FORM:



GLENN A. GRANT
CORPORATION COUNCIL

ATTEST:



ROBERT P. MARASCO
CITY CLERK

8/21/89

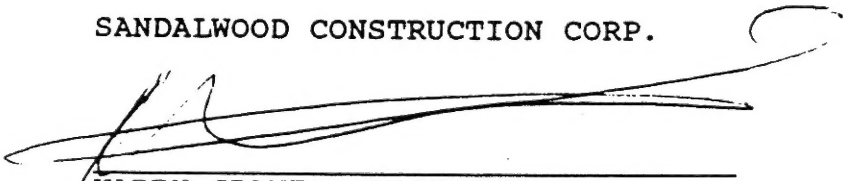
THE FOUNDATION OF THE
GREATER NEWARK CHAMBER OF COMMERCE


BY ITS PROPER CORPORATE OFFICER

AGREED TO AND ACCEPTED BY:


HARRY GRANT

SANDALWOOD CONSTRUCTION CORP.


HARRY GRANT, PRESIDENT